

02/25/05 PROCAPS

ACKNOWLEDGMENT AND CONSENT

ACKNOWLEDGMENT AND CONSENT between NATIONAL PAINTBALL SUPPLY COMPANY, INC. ("National"), ENCAPSULATION PROCAPS INC. ("Procaps") and PAINTBALL L.P. (the "Purchaser")

RE: ASSIGNMENT OF DISTRIBUTION AGREEMENT DATED SEPTEMBER 20, 2004, AS AMENDED

WHEREAS National and Procaps are parties to that certain DISTRIBUTION AGREEMENT dated September 20, 2004, ~~as amended~~ (collectively the "Distribution Agreement");

AND WHEREAS Procaps proposes to assign all its right, title and interest in the Distribution Agreement to RGR General Partnership ("RGR"), which will, immediately thereafter, assign all of its right, title and interest in the Agreement to the Purchaser (the "Closing");

AND WHEREAS the Distribution Agreement provides that neither Procaps nor National may assign the Distribution Agreement without the consent of the other;

NOW THEREFORE FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which are acknowledged by the parties):

1. National and Procaps each confirm that the annexed copy of the Distribution Agreement, with the attached amendment, constitutes a true and complete copy thereof and there are no other agreements or amendments or modifications to it, and the parties agree that said Distribution Agreement represents and contains the entire agreement of the parties relating to the subject matter thereof and a signed copy is annexed to this consent as an Exhibit.
2. National and Procaps each confirm that, to the best of their knowledge, both parties are in good standing under the Distribution Agreement in all material respects, except as stated on Exhibit A.
3. National hereby consents to the assignment of the rights and obligations arising under the Distribution Agreement after the assignment date by Procaps to RGR and, immediately thereafter, to the Purchaser and agrees that neither Procaps nor RGR shall have any obligations or liabilities under the Distribution Agreement from and after the Closing, except those relating to events, facts or circumstances existing, occurring or arising on or prior to such Closing ("Pre-closing Matters"). Accordingly, National shall not have any claim, set-off, defense or other right against the Purchaser under the Distribution Agreement relating to Pre-closing Matters, but National shall retain all such rights against Procaps.

The foregoing provisions of this Section 3 are subject to the prior delivery of a written agreement to be executed by the Purchaser and National on the Closing, whereby the Purchaser assumes all obligations and liabilities under the Distribution Agreement relating to events, facts or circumstances existing, occurring or arising after the Closing, in the form annexed hereto.

4. National agrees that the Purchaser may from time to time assign its rights and obligations under the Distribution Agreement by way of security to its lenders by providing written notice of such assignment to National.
5. Procaps agrees to execute and deliver such further assurances of this acknowledgement and consent as the Purchaser may from time to time reasonably require.

MAR-24-2005 13:31

P.07

Attorneys Eyes Only

NPS-2219

PRO302273

6. This acknowledgement and consent shall enure to the benefit of and be binding upon National, the Purchaser and Procaps and their successors and permitted assigns.

DATED as of the ^{15th} day of February, 2005.

NATIONAL PAINTBALL SUPPLY, INC.

By: 

Name: Eugenio P. Torio

Title: President CEO

I have authority to bind the Corporation

ENCAPSULATION PROCAPS INC.

By: 

Name:

Title:

I have authority to bind the Corporation

PAINTBALL L.P., BY ITS GENERAL PARTNER,
2063149 ONTARIO INC.

By: 

Name:

Title:

I have authority to bind the Corporation

MAR-04-2005 13:31


P.08

Attorneys Eyes Only

PRO302274